

89-515
MAY 15 1998

FORM TPO-1594 3-91-92		05-27-1998	Express Mail No.: TB 686 625 654 US
		100719637	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. Box Assignment, Washington, DC 20231			
1. Name of conveying party(ies): Transamerica Business Credit Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Universal Propulsion Company, Inc.</u> Internal Address: _____ Street Address: <u>25401 North Central Avenue</u> City <u>Phoenix</u> State <u>AZ</u> ZIP _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Natur. of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interests</u> Effective Date: <u>January 22, 1998</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>SEE ATTACHED SCHEDULE</u> B. Trademark registration No.(s) <u>SEE ATTACHED SCHEDULE</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036 Attn.: <u>Nancy A. Zoubek, Esq.</u> File No.: <u>3756-083-999</u>		6. Total number of applications and registrations involved: <u>7</u> 7. Total fee (37 CFR 3.41):\$ <u>190.00</u> Please charge this amount and any other necessary fees to the deposit account listed in Section 8. 8. Deposit account number: <u>16-1150</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Nancy A. Zoubek</u> _____ <u>May 15, 1998</u> Name of Person Signing Reg. No. Signature Date Total number of pages comprising cover sheet: <u>9</u>			

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

05/26/1998 TTON11 00000000 161150 839833

01 FC:401 40.00 CH
02 FC:402 150.00 CH

TRADEMARK
REEL: 1729 FRAME: 0908

PENY4-496219.

UNIVERSAL PROPULSION COMPANY, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILED</u>
US	DART	836,233	10/3/67	245,864	5/17/66
US	GRASSHOPPER	925,699	12/14/71	72-318,596	2/6/69
US	GRASSHOPPER CLUB	925,698	12/14/71	72-318,595	2/6/69
US	New Stylized "S" (service mark)	988,583	7/16/74	443,441	12/11/72
US	UPCO & DESIGN	1,561,796	10/24/89	744,680	8/8/88
US	YANKEE	807,763	5/3/66	227,777	9/14/65
US	INFLATABAND	2,087,931	8/12/97	74/362,699	3/1/93

TRADEMARK
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**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and UNIVERSAL PROPULSION COMPANY, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6756/509 with respect to the patents and patent applications listed on Schedule A attached hereto and on Reel/Frame Numbers 1059/0012 with respect to the trademarks and trademark applications listed on Schedule B attached hereto (collectively, the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By:



Name: Michael S. Burns

Title: Sr. Vice President

UNIVERSAL PROPULSION COMPANY, INC.
as Grantor

By:



Name: Mark S. Dickerson

Title: Secretary

STATE OF Connecticut)
) ss:
COUNTY OF Hartford)

On this 8th day of April, 1998 before
me appeared Michael S. Burns, who, being by me duly sworn,
deposes and says that he/she is the Sr. Vice Pres. of
Transamerica Business Credit Corporation, and as such being duly
authorized to do so, executed the foregoing instrument on behalf
of the corporation.

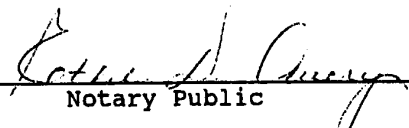


Notary Public

PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 17TH day of APRIL, 1998 before
me appeared MARK S. DICKERSON, who, being by me duly sworn,
deposes and says that he/she is the SECRETARY of Universal
Propulsion Company, Inc. and as such being duly authorized to do
so, executed the foregoing instrument on behalf of the
corporation.



Notary Public

MY COMMISSION EXPIRES
AUGUST 8, 1999

Schedule A

UNIVERSAL PROPUSSION COMPANY, INC.

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
US	4,057,206	11-8-77	683,843	6-8-76	11-8-94	Ejection Sequencing System with Airspeed & Altitude Sensing
US	4,359,200	11-16-82	202,496	10-31-80	11-16-99	Limb Retention System for Aircraft Ejection System
US	4,448,374	5-15-84	384,036	6-3-82	5-15-01	Deployment Sequencer
France	83,09139	6-2-83	83,09139	6-2-82	6-6-03	Deployment Sequencer
Grt. Brit.	2,120,986	1-8-86	8305271	2-25-83	2-25-03	Deployment Sequencer
W. Germany			P2313173.2	4-8-83		Deployment Sequencer
Japan	1,684,200	7-31-92	68-98298	6-3-83	6-3-03	Deployment Sequencer
US	4,480,806	11-6-84	439,933	11-8-82	11-6-01	Ejection Seat Stabilizer Apparatus
EPO	112,993	2-25-87	83110867.5	10-31-83	10-31-03	Ejection Seat Stabilization Apparatus
Israel	69,537	10-2-88	69537	8-22-83	8-22-03	Ejection Seat Stabilization Apparatus
Japan	1,703,335	10-14-92	68-209757	11-8-83	11-8-03	Ejection Seat Stabilization Apparatus
US	4,580,746	4-8-86	489,494	5-31-83	4-8-03	Capsule and Rocket Extraction System
EPO	127,246	8-30-87	84300070.4	1-5-84	1-5-04	Capsule and Rocket Extraction System
Japan	1,680,044	1-17-92	59-4669	1-13-84	1-13-04	Capsule and Rocket Extraction System
US	4,782,903	12-20-88	757,802	7-22-85	12-20-05	Microprocessor Controlled Post-Ejection Sequencer
Japan	3,926,391	12-16-75	63-212313	8-25-88		Microprocessor Controlled Post-Ejection Sequencer
US	3,945,202	3-23-76	470,111	7-7-85	12-16-92	Fat-Safe Ballistic Parachute Spreader Apparatus
US	4,618,722	10-28-86	412,871	11-5-73	3-23-93	Rocket Containing Lead Oxidizer Salt High Density Propellant
Brazil	P18404538	11-27-90	P18404538	9-11-84	9-11-99	Propellant Material with Oxidizer Reduction to Lead Oxide
EPO	5,149,384	8-22-92	84110846.1	9-6-84		Propellant Material with Oxidizer Reduction to Lead Oxide
US			489,288	7-28-87	*10-28-03	Propellant Material with Oxidizer Reduction to Lead Oxide
US			460,472/ 07/807,301	12-14-89		Apparatus and Method for Dispensing Payloads

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Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
US			504,004/ 07/776,185	4-4-80		Inorganic Pyrotechnical Generators & Methods of Using These
US			08/053,771			Age Stabilized Ammonium Nitrate Propellants and a Process for Making Same
US			08/059,450	7-0-83		Timing and Firing Circuitry
US	4,001,126	1-4-77	434,360	1-21-74	1-4-94	Heat Protective Material and Method of Making the Material

*Terminal Disclaimer signed and therefore patent expires when Patent No. 4,619,722 expires.

TRADEMARK
REEL: 1729 FRAME: 0915

Schedule B

UNIVERSAL PROPUSSION COMPANY, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Reg. No.	Reg. Date	Serial No.	Filed	Expires	Trademark
US	836,233	10-3-67	245,864	5-17-66	10-3-07	DART
US	826,698	12-14-71	72-318,696	2-6-69	12-14-01	GRASSHOPPER
US	826,698	12-14-71	72-318,696	2-6-69	12-14-01	GRASSHOPPER CLUB
US	888,583	7-16-74	443,441	12-11-72	7-16-94	New Stylized "S"
US	1,561,786	10-24-89	744,680	8-8-88	10-24-08	(service mark)
US	807,763	5-3-66	227,777	9-14-65	5-3-06	UPCO & design
Arizone	78007	2-26-88	74382,689	3-1-93	2-26-98	YANKEE
US						AERO DYNE
						INFLATABAND

TRADEMARK

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RECORDED: 05/15/1998